

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

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ESTES EXPRESS LINES, INC.,
Plaintiff

CIVIL ACTION NO. 03-30299-MAP
U.S. DISTRICT COURT
DISTRICT OF MASS

v.

HI SEAS INDUSTRIES, INC.,
Defendant

ANSWER TO COMPLAINT

The Defendant answers the complaint as follows:

Parties, Jurisdiction and Venue

1. With regard to paragraphs 1 and 2, lacks sufficient knowledge with which to form a belief as to the truth of the matters alleged therein.
2. Admits paragraph 3, but states that the main corporate office is Suite 5A, 165 E. 89th St., New York, NY 10128. Stockbridge, MA is the residence of John Kaiser, president of the corporate defendant, where he maintains a small in-home office to carry out minor business functions while he is in Massachusetts.
3. Admits paragraphs 4 and 5.

Factual Allegations:

4. Admits paragraphs 6, 7, 8, 9, 10, 11, 12.
5. With regard to paragraph 13, denies receipt of Exhibit C to the Complaint.
6. With regard to paragraph 14, admits that it did not make payment.
7. With regard to paragraph 15, admits that there is a sum of money owing to the Plaintiff, but denies the amount claimed.

COUNT I
(Interstate Freight Charges)

8. Admits paragraph 16.
9. With regard to paragraph 17, admits that Estes performed as required, but denies the amount claimed .
10. Admits paragraph 18.
11. With regard to paragraph 19 admits that Estes is entitled to a sum of money but denies the amount claimed.

COUNT II
Breach of Contract

12. Admits paragraphs 20 and 21, but with regard to paragraph 20 suggests that there is a typographical error and that the shipments actually numbered 18.
13. With regard to paragraph 22, denies that it refused payment and that it had an obligation to pay the amount as set forth, but admits that it disputed the amount claimed by the Plaintiff and also admits that the Plaintiff is entitled to a lesser sum.
14. With regard to paragraph 23, denies that the Plaintiff has been damaged in the amount claimed.
15. With regard to paragraph 24, denies the amount claimed, but admits that the Plaintiff is entitled to a lesser sum.

COUNT III
(Quantum Meruit)

16. Admits paragraph 25.
17. With regard to paragraph 26, denies the amount claimed.
18. With regard to paragraph 27, denies that it refused payment, but admits that it disputed the amount claimed by the Plaintiff, and further admits that the Plaintiff is entitled to a lesser sum.

19. With regard to paragraph 28, admits that the Plaintiff is entitled to a sum of money but denies the amount claimed.

AFFIRMATIVE DEFENSES

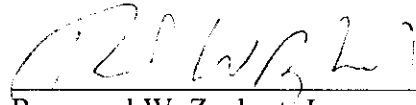
The collection fee as set forth in paragraph 3 of Exhibit B to the Complaint constitutes a penalty, is unconscionable, and is a breach of the covenant of good faith and fair dealing.

JURY DEMAND

The Defendant demands trial by jury on all counts.

Dated: March 17, 2004

The Defendant, By Its Attorney



Raymond W. Zenkert, Jr.

BBO#539829

Deleo, Angell, Palmer and Zenkert

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(413) 562 4166

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CERTIFICATE OF SERVICE

I hereby certify that a true copy of the above Answer to Complaint was served upon the attorney of record for the plaintiff:

Wesley S. Chused

Looney & Grossman LLP

101 Arch St.

Boston, MA 02110

by first class mail, postage prepaid on March 19, 2004.



Raymond W. Zenkert, Jr.